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Tommy H. Tam

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EXAMINER

LOFTIS, JOHNNA RONEE

ART UNIT

PAPER NUMBER

3624

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PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary	Application No. 09/550,706	Applicant(s) TAM ET AL.	
	Examiner JOHNNA R. LOFTIS	Art Unit 3624	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 17 July 2009.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1-8, 12, 20, 21, 23, 24, 37 and 40-55 is/are pending in the application.
- 4a) Of the above claim(s) _____ is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1-8, 12, 20, 21, 23, 24, 37 and 40-55 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
 2. ☐ Certified copies of the priority documents have been received in Application No. _____.
 3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- | | |
|---|---|
| 1) <input type="checkbox"/> Notice of References Cited (PTO-892) | 4) <input type="checkbox"/> Interview Summary (PTO-413) |
| 2) <input type="checkbox"/> Notice of Draftperson's Patent Drawing Review (PTO-948) | Paper No(s)/Mail Date. _____ |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08) | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____ |

DETAILED ACTION

1. The following is a final office action upon examination of application number 09/550706. Claims 1, 3-5, 8, 12, 20, 21, 23, 24, 37 and 42 are amended. Claims 9-11, 13-19 and 25-29 are canceled. Claims 44-55 are newly added. Claims 1-8, 12, 20, 21, 23, 24, 37 and 40-55 are pending and have been examined on the merits discussed below.
2. Examiner note: Applicant incorrectly states claim 22 is pending at line 6 of page 2 of response. Claim 22 was canceled in Applicant response filed 3/15/04.

Response to Arguments

3. Applicant's arguments filed with respect to claims 1-8 and 40-43, previously rejected in view of Ralston et al and Cree et al have been fully considered but they are not persuasive. Applicant argues the combination does not teach "enabling a selection of a service provider from a plurality of service providers accessible via the central appointments server...." Examiner respectfully disagrees. Ralston et al teaches the client is able to select an appointment candidate from a plurality of candidates for an appointment with a service provider (see abstract, column 2, line 53 – column 3, line 8, and column 4, lines 46-49, an appointment request is made of the service provider for a specific time period; client then selects one of the appointment candidates (selection of an available service provider). Examiner has modified rejections in view of Ralston et al to mirror new claim limitations
4. Applicant's arguments with respect to amended claims 12, 20, 21, 23, 24, 37 and new claims 44-55 have been considered but are moot in view of the new ground(s) of rejection.

Art Unit: 3624

5. Applicant's arguments, with respect to rejections under 35 USC 101 have been fully considered and are persuasive. The rejection under 35 USC 101 of claims 1-8, 12, 20, 21, 23, 24, 35 and 40-43 has been withdrawn.

Claim Rejections - 35 USC § 103

6. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

7. **Claims 1-8, 40-44 and 47** are rejected under 35 U.S.C. 103(a) as being unpatentable over Ralston et al, US 6,389,454 in view of Cree et al, US 4,866,611.

As per **claim 1**, Ralston et al. teaches a computer-implemented method for providing an on-line appointment between a service provider and a user who is interested in a service the service provider may be able to provide, over a network, said method comprising:

Enabling a selection of a service provider from a plurality of service providers accessible via the central appointments server responsive to a request received from a user system over a network to make an on-line appointment during a time period (see abstract, column 2, line 53 – column 3, line 8, and column 4, lines 46-49, an appointment request is made of the service provider for a specific time period; client then selects one of the appointment candidates (selection of an available service provider));

Art Unit: 3624

determining available appointment times within the time period for the selected service provider through use of the central appointments server configured to store calendars for the plurality of service providers, including a first calendar for the selected service provider (see figures 2 and 3, abstract, column 4, lines 17-35, column 5, lines 17-60, and column 7, lines 21-35, the available appointment times within the time period for the service provider are determined through a central server which has access to the various facilities or service provider's information; the remote schedule servers store dates and times the facilities and or staff are available);

transmitting the available appointment times obtained from the first calendar to the user system (see column 5, lines 61-67, through column 6, lines 1-12, the available appointment times are transmitted to the user);

receiving notification of a selection of an appointment time from the available appointment times (see column 5, lines 61-67, through column 6, lines 1-12, the user receives the available appointment times);

Ralston teaches an appointment scheduling system that employs a central schedule server that contains data of scheduled appointments and times that are freely available for scheduling appointments at a plurality of service providers and also coordinates scheduling to accommodate preferred dates and times of the client (column 2, lines 53-67; column 4, lines 35-64), but does not explicitly teach responsive to the notification, causing a second calendar maintained by the selected service provider separate from the central appointments server to be checked to verify that the selected appointment time is available in the second calendar,.

Art Unit: 3624

Cree et al teaches an electronic calendar wherein a calendar owner can automatically reconcile entries that have been made independently on two different calendars (column 4, lines 21-38). Further, a comparison of various data in each entry is performed to check for conflicts. Two different copies of a calendar are compared to determine if a conflict exists. If the conflict exists, one of the entries is deleted or modified. Inherently if no conflict arises, the appointment is set in both calendars. Cree also explains (column 4, lines 21-38) that each calendar may be maintained by a different person. Therefore the appointments are not really set until the calendars are reconciled and a check is made for conflict, since there is a chance one of the appointments will be modified or deleted upon the check for conflicts (column 5, lines 39-62 and column 31, line 61 – column 32, line 16). It would have been obvious to one of ordinary skill in the art at the time of the invention to include a check for conflict between schedules prior to scheduling the appointment so as to speed the scheduling process to achieve the predictable results of scheduling appointments during the time period for which there is no conflict.

As per **claim 2**, Ralston et al. teaches a method as recited in claim 1, wherein the time period is a day (see abstract, and column 5, lines 41-50, the appointments are made for a specific time during the day).

As per **claim 3**, Ralston et al. teaches a method as recited in claim 1, wherein the request comprises a time duration for the on-line appointment (see column 5, lines 61-67, through column 6, lines 1-12, the user receives the available appointment times), and wherein determining the available appointment times comprises identifying times during the time period that the service provider is available for at least the time duration (see column 5, lines 17-67, through column 6,

Art Unit: 3624

lines 1-12, the available appointment times are times that the service provider is available for at least that time duration).

As per **claim 4**, Ralston et al. teaches a method as recited in claim 1, wherein setting the online appointment comprises:

transmitting verification information for the on-line appointment to the user system (see column 6, lines 17-24, verification information is transmitted); receiving a verification of the verification information for the on-line appointment; (see column 6, lines 17-24, verification information is transmitted) and subsequently setting the on-line appointment between the user system and the service provider at the selected appointment time when the verification has been received (see column 6, lines 17-24, verification information is transmitted and the appointment is set).

As per **claim 5**, Ralston et al. teaches a method as recited in claim 1, wherein setting the on-line appointment comprises setting a requested online appointment, and subsequently receiving a confirmation for the requested on-line appointment (see column 6, lines 17-24, a confirmation is received).

As per **claim 6**, Ralston et al. teaches a method as recited in claim 5, further comprising: updating the requested on-line appointment to a confirmed on-line appointment after the confirmation has been received (see column 6, lines 17-27, the appointment is confirmed).

As per **claim 7**, Ralston et al. teaches a method as recited in claim 5, wherein the time period is a predetermined day (see abstract, and column 5, lines 41-50, the appointments are

Art Unit: 3624

made for a specific time during the day), and wherein the network is the Internet (see column 4, lines 17-49, the network is the Internet).

As per **claim 8**, Ralston et al. teaches a method as recited in claim 1, further comprising: if the selected appointment time for the selected service provider is unavailable in the second calendar, outputting an indication that the selected appointment is unavailable for communication to the user system (see column 5, lines 58-67, the appointment time is inherently rendered unavailable as the appointment times are chosen from the time that the service provider is available). Ralston et al does not explicitly teach checking a second calendar to determine availability. Cree et al teaches an electronic calendar wherein a calendar owner can automatically reconcile entries that have been made independently on two different calendars (column 4, lines 21-38). Further, a comparison of various data in each entry is performed to check for conflicts. Two different copies of a calendar are compared to determine if a conflict exists. If the conflict exists, one of the entries is deleted or modified. Inherently if no conflict arises, the appointment is set in both calendars. Cree also explains (column 4, lines 21-38) that each calendar may be maintained by a different person. Therefore the appointments are not really set until the calendars are reconciled and a check is made for conflict, since there is a chance one of the appointments will be modified or deleted upon the check for conflicts (column 5, lines 39-62 and column 31, line 61 – column 32, line 16). It would have been obvious to one of ordinary skill in the art at the time of the invention to include in the system of Ralston et al the ability to check availability in a second calendar as taught by Cree et al since the claimed invention is merely a combination of old elements and in the combination each element merely

Art Unit: 3624

would have performed the same function as it did separately, and one of ordinary skill in the art would have recognized that the results of the combination were predictable.

As per **claim 40**, the combination of Ralston et al and Cree et al teach two calendars wherein one is the host calendar and the other is the personal calendar (Cree, column 4, lines 21-38), but does not explicitly teach one of the calendars is online. Examiner takes official notice that it is old and well known to automate known processes over the internet. It would have been obvious to one of ordinary skill in the art at the time of the invention to modify the combination of references to include an online calendar because of the known benefits of the internet including allowing access to information from anywhere in the world.

As per **claim 41**, Ralston et al does not explicitly teach causing the second calendar maintained by the service provider to be check comprises determining whether the selected appointment time conflicts with an item on the second another calendar. Cree et al teaches an electronic calendar wherein a calendar owner can automatically reconcile entries that have been made independently on two different calendars (column 4, lines 21-38). Further, a comparison of various data in each entry is performed to check for conflicts (column 5, lines 39-54). Two different copies of a calendar are compared to determine if a conflict exists. If the conflict exists, one of the entries is deleted or modified. Inherently if no conflict arises, the appointment is set in both calendars. Cree also explains (column 4, lines 21-38) that each calendar may be maintained by a different person. Therefore the appointments are not really set until the calendars are reconciled and a check is made for conflict, since there is a chance one of the appointments will be modified or deleted upon the check for conflicts (column 5, lines 39-62 and column 31, line 61 – column 32, line 16). It would have been obvious to one

Art Unit: 3624

of ordinary skill in the art at the time of the invention to include a check for conflict between schedules prior to scheduling the appointment so as to speed the scheduling process to achieve the predictable results of scheduling appointments during the time period for which there is no conflict.

As per **claim 42**, Ralston et al does not explicitly teach causing the second calendar maintained by the service provider to be checked comprises determining whether the selected appointment time for the on-line appointment should be accepted or declined. Cree et al teaches and automatic accept procedure (column 7, lines 22-30). It would have been obvious to one of ordinary skill in the art at the time of the invention to include determining whether the appointment time should be accepted or declined so as to speed the scheduling process to achieve the predictable results of scheduling appointments during the time period for which there is no conflict.

As per **claim 43**, Ralston et al does not explicitly teach causing the second calendar maintained by the service provider to be checked comprises determining whether the selected appointment time for the on-line appointment should automatically be accepted or declined. Cree et al teaches and automatic accept procedure (column 7, lines 22-30). It would have been obvious to one of ordinary skill in the art at the time of the invention to include determining whether the appointment time should be accepted or declined so as to speed the scheduling process to achieve the predictable results of scheduling appointments during the time period for which there is no conflict.

Art Unit: 3624

As per **claim 44**, Ralston teaches an appointment scheduling system that employs a central schedule server that contains data of scheduled appointments and times that are freely available for scheduling appointments at a plurality of service providers and also coordinates scheduling to accommodate preferred dates and times of the client (column 2, lines 53-67; column 4, lines 35-64), but does not explicitly teach responsive to the notification, causing a second calendar maintained by the selected service provider separate from the central appointments server to be checked to verify that the selected appointment time is available in the second calendar,.

Cree et al teaches an electronic calendar wherein a calendar owner can automatically reconcile entries that have been made independently on two different calendars (column 4, lines 21-38). Further, a comparison of various data in each entry is performed to check for conflicts. Two different copies of a calendar are compared to determine if a conflict exists. If the conflict exists, one of the entries is deleted or modified. Inherently if no conflict arises, the appointment is set in both calendars. Cree also explains (column 4, lines 21-38) that each calendar may be maintained by a different person. Therefore the appointments are not really set until the calendars are reconciled and a check is made for conflict, since there is a chance one of the appointments will be modified or deleted upon the check for conflicts (column 5, lines 39-62 and column 31, line 61 – column 32, line 16). It would have been obvious to one of ordinary skill in the art at the time of the invention to include a check for conflict between schedules prior to scheduling the appointment so as to speed the scheduling process to achieve the predictable results of scheduling appointments during the time period for which there is no conflict.

Art Unit: 3624

As per **claim 47**, Ralston et al teaches conducting a search of a database that lists the plurality of service providers based on search information obtained from the user system (column 3, collected information from the client is used to search for matching appointment candidates); communicating a list of service providers from the database that match the search information to the user system (column 3, list is communicated to client); and obtaining the selection of the service provider from the user system based on the list (column 3, client selects appointment candidate).

8. **Claims 12, 20, 21, 23, 24, 37, 45, 46, 48-55** rejected under 35 U.S.C. 103(a) as being unpatentable over Ralston et al, US 6,389,454 and Cree et al, US 4,866,611, further in view of Pendse et al, US 6,396,510.

As per **claim 20**, Ralston et al. teaches an on-line appointment system, comprising: an appointment database configured to store calendars for one or more service providers in memory of the on-line appointment system; and an appointment server device configured to:

furnish access to the calendars stored by the appointment database via a network to schedule appointments with one or more service providers and thereafter permit confirmation, by the one or more service providers of the appointments that have been scheduled with the one or more service providers (see column 5, lines 17-67, through column 6, lines 1-24, the users can request appointments and confirm them with the service providers); and obtain available appointment times for communication to the user system using the calendars stored by the appointment database for the one or more service providers

Art Unit: 3624

Ralston et al does not explicitly teach scheduling appointments based on a determination that the selected appointments times are available in one or more local software calendars maintained by the one or more service providers, the one or more local software calendars being separate and distinct from the calendars stored by the appointment database. Cree et al teaches an electronic calendar wherein a calendar owner can automatically reconcile entries that have been made independently on two different calendars (column 4, lines 21-38). Further, a comparison of various data in each entry is performed to check for conflicts. Two different copies of a calendar are compared to determine if a conflict exists. If the conflict exists, one of the entries is deleted or modified. Inherently if no conflict arises, the appointment is set in both calendars. Cree also explains (column 4, lines 21-38) that each calendar may be maintained by a different person. Therefore the appointments are not really set until the calendars are reconciled and a check is made for conflict, since there is a chance one of the appointments will be modified or deleted upon the check for conflicts (column 5, lines 39-62 and column 31, line 61 – column 32, line 16). It would have been obvious to one of ordinary skill in the art at the time of the invention to include in the system of Ralston et al the ability to check availability in a second calendar as taught by Cree et al since the claimed invention is merely a combination of old elements and in the combination each element merely would have performed the same function as it did separately, and one of ordinary skill in the art would have recognized that the results of the combination were predictable.

Further, the combination of Ralston et al and Cree et al does not explicitly teach exposing a business directory of service providers that is searchable via a user system to facilitate selection of the one or more service providers to schedule the appointments. Pendse et al teaches a

Art Unit: 3624

scheduling system wherein users can enter search criteria and select from a member directory to initiate scheduling of a meeting (appointment). It would have been obvious to one of ordinary skill in the art at the time of the invention to include in the system of the combination of Ralston et al and Cree et al the ability to select service providers from a directory as taught by Pendse et al since the claimed invention is merely a combination of old elements and in the combination each element merely would have performed the same function as it did separately, and one of ordinary skill in the art would have recognized that the results of the combination were predictable.

As per **claim 12**, recites substantially similar claim limitations as claim 20, but it is directed to computer readable medium comprising instructions that are executable by a server device. Therefore since the combination Ralston et al, Cree et al and Pendse et al teach compute-implemented scheduling systems, the same rejection as applied to claim 20 also applies to claim 12.

As per **claim 21**, Ralston et al. teaches confirmations for appointments (see column 6, lines 17-24). Ralston et al. does not explicitly disclose wherein said appointment server device is configured to send reminders for confirmed appointments. However, official notice is taken that it is old and well known in the art to provide reminders. Therefore, it would have been obvious to one of ordinary skill in the art to disclose reminders for confirmed appointments as it is a common and user-friendly feature that reminds the user the scheduled appointment.

As per **claim 23**, the combination of Ralston et al and Cree et al teaches an on-line appointment system as recited in claim 20, but does not explicitly teach a business directory of

Art Unit: 3624

service providers. Pendse et al teaches a scheduling system wherein users can enter search criteria and select from a member directory to initiate scheduling of a meeting (appointment). It would have been obvious to one of ordinary skill in the art at the time of the invention to include in the system of the combination of Ralston et al and Cree et al the ability to select service providers from a directory as taught by Pendse et al since the claimed invention is merely a combination of old elements and in the combination each element merely would have performed the same function as it did separately, and one of ordinary skill in the art would have recognized that the results of the combination were predictable.

As per **claim 24**, Ralston et al. teaches appointment database is further configured to store information for at least one of said one or more service providers to reduce subsequent data entry (column 6, lines 1-27 – once the appointment is set, information such as the client information, appointment date and time and facility identity is stored and the appointment is confirmed. Along with the confirmation a unique appointment number is transmitted to the client and the facility. Upon wanting to modify, confirm or cancel the appointment, one must enter the appointment number and details regarding the appointment, i.e, client information, date and time, etc. are retrieved).

As per **claim 37**, the combination of Ralston et al and Cree et al teaches an appointment scheduling system that employs a central schedule server that contains data of scheduled appointments and times that are freely available for scheduling appointments at a plurality of service providers (Ralston - column 2, lines 53-67; column 4, lines 35-64), but does not explicitly teach a synchronization of the calendars of the one or more service providers in the appointment database with the one or more local software calendars of the one or more service

Art Unit: 3624

providers. Cree et al teaches an electronic calendar wherein a calendar owner can automatically reconcile entries that have been made independently on two different calendars (column 4, lines 21-38). Further, a comparison of various data in each entry is performed to check for conflicts (column 5, lines 39-54). Further, a comparison of various data in each entry is performed to check for conflicts. Two different copies of a calendar are compared to determine if a conflict exists. If the conflict exists, one of the entries is deleted or modified. Inherently if no conflict arises, the appointment is set in both calendars. Cree also explains (column 4, lines 21-38) that each calendar may be maintained by a different person. Therefore the appointments are not really set until the calendars are reconciled and a check is made for conflict, since there is a chance one of the appointments will be modified or deleted upon the check for conflicts (column 5, lines 39-62 and column 31, line 61 – column 32, line 16). It would have been obvious to one of ordinary skill in the art at the time of the invention to include a check for conflict between schedules prior to scheduling the appointment so as to speed the scheduling process to achieve the predictable results of scheduling appointments during the time period for which there is no conflict.

As per **claim 45**, the combination of Ralston et al and Cree et al does not explicitly teach outputting a form configured to accept input of search terms to cause a search of a directory that lists the plurality of service providers. Pendse et al teaches a scheduling system wherein users can enter search criteria and select from a member directory to initiate scheduling of a meeting (appointment). It would have been obvious to one of ordinary skill in the art at the time of the invention to include in the system of the combination of Ralston et al and Cree et al the ability to select service providers from a directory as taught by Pendse et al since the claimed invention is

Art Unit: 3624

merely a combination of old elements and in the combination each element merely would have performed the same function as it did separately, and one of ordinary skill in the art would have recognized that the results of the combination were predictable.

As per **claim 46**, the combination of Ralston et al and Cree et al does not explicitly teach receiving search terms input to the form via the user system; generating a list of service providers from the directory that match the input search terms; and communicating the list of matching service providers to the user system. Pendse et al teaches a scheduling system wherein users can enter search criteria and select from a member directory to initiate scheduling of a meeting (appointment). It would have been obvious to one of ordinary skill in the art at the time of the invention to include in the system of the combination of Ralston et al and Cree et al the ability to select service providers from a directory as taught by Pendse et al since the claimed invention is merely a combination of old elements and in the combination each element merely would have performed the same function as it did separately, and one of ordinary skill in the art would have recognized that the results of the combination were predictable.

As per **claim 48**, the combination of Ralston et al and Cree et al does not explicitly teach exposing a business directory of service providers that is searchable via a user system to facilitate selection of the one or more service providers to schedule the appointments. Pendse et al teaches a scheduling system wherein users can enter search criteria and select from a member directory to initiate scheduling of a meeting (appointment). It would have been obvious to one of ordinary skill in the art at the time of the invention to include in the system of the combination of Ralston et al and Cree et al the ability to select service providers from a directory as taught by Pendse et al since the claimed invention is merely a combination of old elements and in the

Art Unit: 3624

combination each element merely would have performed the same function as it did separately, and one of ordinary skill in the art would have recognized that the results of the combination were predictable.

As per **claim 49**, the combination of Ralston et al and Cree et al teach a plurality of service providers organized into a plurality of categories based on services offered, but the combination does not teach a service directory. Pendse et al teaches a scheduling system wherein users can enter search criteria and select from a member directory to initiate scheduling of a meeting (appointment). It would have been obvious to one of ordinary skill in the art at the time of the invention to include in the system of the combination of Ralston et al and Cree et al the ability to select service providers from a directory as taught by Pendse et al since the claimed invention is merely a combination of old elements and in the combination each element merely would have performed the same function as it did separately, and one of ordinary skill in the art would have recognized that the results of the combination were predictable.

As per **claim 50**, the combination of Ralston et al and Cree et al teach a plurality of service providers organized into a plurality of categories based on services offered, but the combination does not teach a service directory. Pendse et al teaches a scheduling system wherein users can enter search criteria and select from a member directory to initiate scheduling of a meeting (appointment). It would have been obvious to one of ordinary skill in the art at the time of the invention to include in the system of the combination of Ralston et al and Cree et al the ability to select service providers from a directory as taught by Pendse et al since the claimed invention is merely a combination of old elements and in the combination each element merely

Art Unit: 3624

would have performed the same function as it did separately, and one of ordinary skill in the art would have recognized that the results of the combination were predictable.

Claims 51-55 recite limitations similar to that claimed in claims 12, 20, 21, 23, 24, 37, 45, 46, 48, therefore the same rejections apply.

Conclusion

9. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to JOHNNA R. LOFTIS whose telephone number is (571)272-6736. The examiner can normally be reached on M-F 8am-4:30pm.

Art Unit: 3624

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Brad Bayat can be reached on 571-272-6704. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/Johnna R Loftis/
Examiner, Art Unit 3624